



# Town Council Agenda Report

**SUBJECT:** Resolution

**CONTACT PERSON/NUMBER:** Freda Gellerstein, (954) 797-1010

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE LETTER OF UNDERSTANDING APPROVED BY RESOLUTION R-2000-169, BETWEEN THE TOWN OF DAVIE AND THE FEDERATION OF PUBLIC EMPLOYEES, WHITE COLLAR UNIT.

**REPORT IN BRIEF:** In recognition of the competitive market and inability to hire and retain bargaining unit employees in the positions of Building Inspector, Mechanical Inspector, Plumbing Inspector, and Electrical Inspector, (presently in pay grade 810), the position of Building Plans Examiner (presently in pay grade 811) and the positions of Chief Building Inspector, Chief Electrical Inspector, Chief Mechanical Inspector and Chief Building Inspector (presently in pay grade 812) it has been agreed between the Federation of Public Employees - White Collar Unit and the Town to increase Inspectors salaries to \$40,769 - \$52,030, Building Plans Examiners salaries to \$43,988 - \$56,140, and Chief Inspectors salaries to \$46,319 - \$59,112. In addition to salary increases an additional annual incentive payment will be provided in the amount of \$3,600, and employees will receive take home vehicles.

**PREVIOUS ACTIONS:** Letter of understanding approved by Town Council July 19, 2000.

**CONCURRENCES:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**RECOMMENDATION(S):** Motion to approve the Resolution

**Attachment(s):** Resolution, Letter of Understanding

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE LETTER OF UNDERSTANDING APPROVED BY RESOLUTION R-2000-169, BETWEEN THE TOWN OF DAVIE AND THE FEDERATION OF PUBLIC EMPLOYEES, WHITE COLLAR UNIT.

WHEREAS, a Letter of Understanding between the Federation of Public Employees, White Collar Unit, and the Town of Davie has been agreed upon; and

WHEREAS, the above will serve to provide harmonious relations between members of Federation of Public Employees, White Collar Unit, and the Town of Davie.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby ratify the Letter of Understanding between the Federation of Public Employees, White Collar Unit and the Town of Davie attached hereto as Exhibit "A".

SECTION 2. The Interim Town Administrator is hereby authorized to execute the aforementioned Letter of Understanding between the Federation of Public Employees, White Collar Unit and the Town of Davie, Florida.

SECTION 3. This resolution will take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2000.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2000.

August 9, 2000

Mr. Dan Reynolds  
Federation of Public Employees  
1700 Northwest 66 Avenue  
Suite 100-B  
Plantation, Florida 33313

Re: Letter of Understanding

Dear Dan:

Please find a revised letter of understanding including the position of Building Plans Examiner (presently in pay grade 811) which was not included in the executed letter of understanding dated July 10, 2000.

The Town of Davie and the Federation of Public Employees (FPE), White Collar Unit, agree that, based on local market conditions, certain benefits (i.e., salaries, incentive payments, and take home vehicles for certain employees) for bargaining unit employees in the positions of Building Inspector, Mechanical Inspector, Plumbing Inspector, and Electrical Inspector, (presently in pay grade 810), the position of Building Plans Examiner (presently in pay grade 811) and the positions of Chief Building Inspector, Chief Electrical Inspector, Chief Mechanical Inspector, and Chief Plumbing Inspector (presently in pay grade 812) should be increased as soon as possible in an effort to attract and retain employees within those job classifications.

It is therefore understood and agreed by and between the Town of Davie and the FPE, White Collar Unit, that the following benefits, terms and conditions in this Letter of Understanding are applicable to only bargaining unit employees who hold the positions specifically identified in this Letter of Understanding, and that this Letter will become effective July 1, 2000, after it is approved by the Town Council and the FPE bargaining unit.

It is further agreed that the benefits stated in this Letter of Understanding shall remain in effect through the termination date of the successor contract to the current 1997-2000 Agreement between the Town of Davie and the FPE, White Collar Unit, unless the benefits are discontinued or reduced under the terms set forth in this Letter of Understanding. It is further agreed that some of these benefits may be periodically reevaluated by the Town, and that if the Town determines that the benefits have not produced the desired results of attracting and retaining qualified

employees or if the developmental activity in the Town decreases, the Town may reduce or discontinue such benefits, as described more specifically within this Letter of Understanding.

Accordingly, the parties agree that, commencing on the appropriate effective date, the Town will provide the following benefits to the qualified employees in the identified job classifications:

**I. Salaries/Pay Plan:**

1. The parties agree that effective on the first full pay period after July 1, 2000, the pay plan for the positions of Building Inspector, Mechanical Inspector, Plumbing Inspector, and Electrical Inspector (presently in pay grade 810), the position of Building Plans Examiner (presently in pay grade 811) and the positions of Chief Building Inspector, Chief Electrical Inspector, Chief Mechanical Inspector, and Chief Plumbing Inspector (presently in pay grade 812) will be increased to the following levels:

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Base (812)	\$46,319	\$48,634	\$51,065	\$53,619	\$56,298	\$59,112
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Base (811)	\$43,988	\$46,187	\$48,496	\$50,921	\$53,467	\$56,140
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Base (810)	\$40,769	\$42,807	\$44,947	\$47,194	\$49,553	\$52,030

2. Each qualified employee will be slotted into the above noted Pay Plan Step at the same Step that the employee was in for his/her job classification on the effective date of this new Plan.

**II. Development Activity Incentive Payment:**

1. The Parties agree that beginning in the first full pay period after July 1, 2000 employees in the job classifications identified in Section 1 will be eligible for an annual incentive payment in the amount of \$3,600, which will be made available in incremental payments on each pay period (i.e., approximately \$138.46 per pay period) while the employee remains in the applicable job classification. Employees eligible for such payments will have the following three (3) options for use of this incentive: (i) payment with their regular wages; (ii) use of the payment to purchase supplemental benefits offered by the Town; or (iii) contribute the payment to an available retirement or pension benefit.

2. The parties further agree that this incentive payment will be paid only to employees in the job specifications identified in Section I above, and for only as long as the Town determines that the developmental activity within the Town warrants such incentive payments. In this regard, the parties agree that the Town's decision as to whether this incentive payment plan should be continued or modified remains in the Town Administrator's (or designee) sole and exclusive discretion, and that the discontinuance or modification of this incentive payment by the Town shall be subject to any bargaining requirements before or after the decision is implemented.

### III. Take Home Car Program:

1. Pursuant to the following conditions, effective when this Letter of Understanding is fully ratified (or on July 1, 2000, whichever comes last), the Town will make take home cars available to qualified non-probationary employees who are permanently assigned to field duties in the job classifications stated in Section I. The parties agree that the Town Administrator (or designee) retains the exclusive right to determine which employees in the identified job classifications qualify for the take home car program, and that the Town's determination shall be final and non-grievable.

2. In order to qualify for a take home car the employee must reside in Broward, Palm Beach, or Miami-Dade County. Employees who are provided take home vehicles shall not use the Town vehicles for personal reasons at any time while off duty. A limited exception to this "off-duty" restriction is an employee's incidental use of a take home car for a personal errand that consists only of a brief stop on the way to or from work. At no time may an employee use a Town take home car to convey any passengers, except another Town employee, while off duty.

3. Qualified employees in the noted job classifications will be provided take home vehicles only when such vehicles are available. Thus, no additional or different compensation shall be available to such employees in the event that a sufficient number of take home vehicles may not be available regardless of the reason. The parties agree that additional rules regarding the qualification for and the use of take home vehicles may be established by the Town, and that an employee's qualification for continued use of a take home vehicle may be suspended or revoked. In this regard, the parties agree that the Town's decision as to whether this program should be continued or modified remains in the Town Administrator's (or designee)

sole and exclusive discretion, and that the discontinuance or modification of this take home car program by the Town shall be final and non-grievable and shall not be subject to any bargaining requirements before or after the decision is implemented.

The parties agree that this Letter of Understanding will become effective as of July 1, 2000, when it receives approval by both the Town Council and the FPE, and that it will remain in effect until the termination date of the successor contract to the current 1997-2000 agreement between the FPE and the Town of Davie.

\_\_\_\_\_  
Town of Davie

\_\_\_\_\_  
Federation of Public Employees  
White Collar Unit

Date: \_\_\_\_\_

Date: \_\_\_\_\_